

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
(GREENBELT DIVISION)

ENTERED

DEC 27 2001

U.S. BANKRUPTCY COURT
DISTRICT OF MARYLAND
GREENBELT

In re:)
) Chapter 11
STARTEC GLOBAL COMMUNICATIONS)
CORPORATION, et al.,) Case No. 01-25013 (DK)
)
Debtors.) (Pending Joint Administration)

**ORDER AUTHORIZING DEBTORS TO CONTINUE THEIR INSURANCE
POLICIES AND AGREEMENTS RELATING THERETO AND
PAY ALL OBLIGATIONS IN RESPECT THEREOF**

This matter having come before the Court on the Emergency Motion of Debtors for Order Authorizing Debtors to Continue Debtors' Insurance Policies and Agreements Relating Thereto and to Pay All Obligations in Respect Thereof, dated December 17, 2001 (the "Motion")¹, filed by Startec Global Communications Corporation and the affiliated debtors, Startec Global Operating Company and Startec Global Licensing Company, debtors and debtors in possession herein (collectively, the "Debtors"); this Court having reviewed the Motion and having heard the statements of counsel in support of the relief requested therein at a hearing before the Court; it appearing to the Court that (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b); due and sufficient notice of the Motion having been given under the circumstances; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, and all parties in interest, and all objections to the Motion having been withdrawn or overruled; therefore, upon the Motion and all of the proceedings had

¹ All capitalized terms used in this Order have the meaning given to them in the Motion unless otherwise specified in this Order.

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before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby

1. ORDERED that, the Motion is granted with respect to those Insurance Policies (defined below) for which the Debtors received a notice of cancellation for nonpayment of premium prior to the Petition Date (the grace period for which had not expired as of the Petition Date) (the "Termination Notice Policies"); and it is further

2. ORDERED that, subject to paragraph 1 of this Order, the Debtors are authorized (but not directed) to make payments to maintain, continue, extend or replace their insurance policies, including without limitation, commercial general liability, commercial automobile liability, buildings and property insurance, computer and electronic equipment coverage, directors' and officers' liability, employed lawyers professional liability, and workers' compensation and employers' liability insurance (collectively, the "Insurance Policies"), on an uninterrupted basis, on substantially the same basis and in accordance with substantially the same practices and procedures (including via the Debtors' insurance brokers, Kundra Insurance Agency, Inc. and Marsh USA Inc.), as in effect prior to the Petition Date; and it is further

3. ORDERED that, the Debtors are authorized to pay all prepetition (and postpetition) premiums and other amounts due and owing under the Termination Notice Policies and agreements relating thereto; and it is further

4. ORDERED that, any party in interest objecting to entry of an order granting the relief requested in the Motion with respect to those Insurance Policies for which the Debtors had not received a notice of cancellation for nonpayment of premium

prior to the Petition Date (the "Non-Termination Notice Policies"), shall file a written objection ("Objection") on or before January 15, 2002, (the "Objection Deadline") and serve such Objection on or before the Objection Deadline upon the following parties: (i) Philip D. Anker, Esq., Wilmer, Cutler & Pickering, 2445 M Street, N.W., Washington, D.C. 20037; (ii) Daniel M. Litt, Esq., Dickstein, Shapiro, Morin & Oshinsky, LLP, 2101 L Street, N.W., Washington, D.C. 20037-1526; (iii) Peter S. Partee, Esq., Hunton & Williams, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, VA 23219-4074; (iv) Paul S. Silverstein, Esq., Andrews & Kurth, 805 Third Avenue, New York, NY 10022; (v) Nancy V. Alquist, Esq., Ballard Spahr Andrews & Ingersoll, LLP, 300 East Lombard Street, Suite 1900, Baltimore, Maryland 21202; and (vi) Julie Mack, Esq., Office of the United States Trustee for the District of Maryland, 6305 Ivy Lane, Suite 600, Greenbelt, MD 20770; and it is further

5. ORDERED that following expiration of the Objection Deadline, the Court may grant or deny in whole or in part the Motion with respect to the Non-Termination Notice Policies or any Objection that may be timely filed and served in accordance with paragraph 4 of this Order, with or without a hearing or further notice, as the Court deems appropriate; and it is further

6. ORDERED that, to the extent that the Insurance Policies, or any related contract or agreement, are deemed executory contracts, the relief granted hereby shall not be deemed an assumption of any such contract pursuant to Section 365 of the Bankruptcy Code; and it is further

7. ORDERED that, notwithstanding Fed. R. Bankr. P. 6004(g), this Order shall be effective and enforceable immediately upon entry; and it is further

8. ORDERED that, this Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

Dated: December 26, 2001
Greenbelt, Maryland


UNITED STATES BANKRUPTCY JUDGE

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